

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

MISC. CIVIL APPLN.(CONTEMPT PETITION) No 345 of 1996

in

SPECIAL CIVIL APPLICATION No 2909 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE N.J.PANDYA and
MR.JUSTICE R.BALIA.

- =====
1. Whether Reporters of Local Papers may be allowed to see the judgements?
 2. To be referred to the Reporter or not?
 3. Whether Their Lordships wish to see the fair copy of the judgement?
 4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
 5. Whether it is to be circulated to the Civil Judge?

GUJARAT AUDHYOGIK KAMDAR MAHAMANDAL

Versus

INSTITUTE FOR PLASMA RESEARCH

Appearance:

MR TR MISHRA for Petitioner
MR AK CLERK for Respondent No. 1

CORAM : MR.JUSTICE N.J.PANDYA and
MR.JUSTICE R.BALIA.

Date of decision: 24/09/96

ORAL JUDGEMENT

(Per N.J.Pandya, J)

1. We do not find any substance in this application.

The order relied on for the purpose of making a grievance for invoking contempt jurisdiction of this Court is produced at Annexure A along with supporting material at page 16 and 17. While rejecting the Special Civil Application No. 2909 of 1996, the learned Single Judge in his order date 16.07.1996 has in no uncertain terms held that if there cannot any compulsion on the labourers to work, there cannot be any compulsion on labour contractor to continue his contract despite having refused to renewal renewal of his contract from 30.4.1996.

2. No doubt the workmen are claiming permanency of service on account of what they considered to be an uninterrupted period of service and in this regard a conciliation proceeding has already been admitted before the State Conciliation Officer under the provisions of the Industrial Disputes Act, 1947. Reference to this has been made in page 4 of the application.

3. The learned Single Judge, Justice S.D. Shah who gave the said order dated 16.07.96 has also directed the Conciliation Officer to consider the question as to who could be be appropriate Government in the process of considering the case for conciliation. This order having been passed on 16.07.1996, the Conciliation Officer admitted the conciliation proceedings on 22.7.1996 and thereafter gave hearing to the parties on 5.8.96, 12.8.96 and finally on 19.8.1996.

4. The learned Single Judge while making the said observation as to completion of work on the labourers and the completion of employment under contract, however felt that till 1.10.1996 the protection with regard to reimbursement is required to be given and this protection is also linked up with the completion of process of conciliation.

5. In the aforesaid background, if the protection thus afforded is, according to the applicants, is now not being adhered to or obeyed by the respondents, in our opinion, it would not amount to any disobedience at all. There is a direct linkage between the completion of conciliation proceedings and the last date given for the purpose, namely, 1.10.1996. No doubt the protection seem to have been brought to an end by the other side earlier than 1.10.1996, but then, the conciliation proceedings having been dealt with in the aforesaid manner on different dates, we cannot agree with the applicants that there has been any fault on the part of the respondents.

6. Unfortunately, the applicants are led to believe that the learned Single Judge had protected their service which is not the case. Therefore, service itself is a matter of dispute which as a result of the said conciliation proceeding may result into a reference as an industrial dispute. What was protected was the reimbursement which the management was given to the contractor as noted by the learned Single Judge at page 16 (internal page 6) of the order produced at Annexure A.

7. In this background, we reject the application.
Notice discharged.

8. Shri A.K.Clerk appearing for the respondents has drawn our attention to the averments made in the application as well as the accompanying documents whereby it was shown that the money has been handed over to the contractor for being paid over to the applicants upto 30th September, 1996, irrespective of the controversy as to the completion of conciliation proceedings.

9. The contractor apparently tried to remit the money through money orders to each of the applicants but as per the Annexure IV to the affidavit in reply from page 57 onwards upto page 63, the money orders have come back unclaimed and refused.

10. The applicants may therefore approach the contractor who shall in turn utilise the said sum meant for them. In view of this, obviously, nothing now survives.

(N.J.Pandya, J)

24.09.1996 (Rajesh Balia,J)

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